

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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MARK RIDLEY-THOMAS
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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

June 04, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST APPROVAL TO EXTEND THE TERM OF A SOLE SOURCE CONSULTANT
SERVICES AGREEMENT WITH PACIFIC CLINICS AND
EXTEND THE TERM OF A CONSULTANT SERVICES AGREEMENT WITH
MENTAL HEALTH AMERICA OF LOS ANGELES
FOR FISCAL YEAR 2013-14
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to extend the term of a Sole Source Consultant Services Agreement with Pacific Clinics and extend the term of a Consultant Services Agreement with Mental Health America of Los Angeles to continue delivering training services outlined in the Mental Health Services Act Workforce Education and Training Plan.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute an amendment with Pacific Clinics, substantially similar to Attachment I, (Amendment), to the Consultant Services Agreement No. MH050045 (Pacific Clinics Agreement). The amendment will be effective July 1, 2013, through June 30, 2014, with an option to extend on a month-to-month basis for a period of six-months, beginning July 1, 2014, through December 31, 2014. The Total Contract Amount (TCA) for the 12 month extension will be \$400,000, and is funded with Mental Health Services Act (MHSA) Workforce Education and Training (WET) funds for Fiscal Year (FY) 2013-14.
2. Authorize the Director, or his designee, to prepare, sign, and execute an amendment with Mental Health America of Los Angeles (MHALA), substantially similar to Attachment II (Amendment), to the

Consultant Services Agreement No. MH050019 (MHALA Agreement). The amendment will be effective July 1, 2013, through June 30, 2014, with an option to extend on a month-to-month basis for a period of six-months, beginning July 1, 2014, through December 31, 2014. The TCA for the 12 month extension will be \$781,100, and is funded with MHSA WET funds for FY 2013-14.

3. Delegate authority to the Director, or his designee, to extend the WET funding on a month-to-month basis, for up to a six-month period, from July 1, 2014, through December 31, 2014, via contract amendment, should the solicitation process require additional time to be finalized.

4. Delegate authority to the Director, or his designee, to prepare, sign and execute future amendments for the purpose of WET services to these Consultant Services Agreements and establish as a new TCA, the aggregate of the original agreement and all amendments and to further amend these Agreements as necessary, including providing time extensions if funding is available provided that: 1) any such increase will be used to provide additional services or to reflect program or Board policy changes; 2) your Board has appropriated sufficient funds for all changes; 3) approval as to form by County Counsel is obtained prior to execution of any amendments; 4) County and Consultants may, by written amendment, reduce programs or services without reference to the 20 percent limitation and revised the applicable TCA; and 5) the Director notifies your Board and the Chief Executive Officer (CEO) in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the term extension will prevent interruption of the MHSA WET training programs offered to consumers, family members, parent advocates/parent partners, public mental health staff and college faculty, and college students. In addition, the term extension will ensure the delivery of the following training services: Mental Health Rehabilitation Specialist Training Program (MHRSTP), provided by Pacific Clinics and those provided by MHALA, the Public Mental Health Staff Immersion Training Program (PMHSITP), College Faculty Immersion Training Program (CFITP), and the Peer Support Training Program (PSTP).

During FY 2012-13, DMH planned the development and release of a solicitation to select new contractor(s) for the delivery of the identified MHSA WET training programs for FY 2013-14; however, the solicitation process was delayed since DMH initiated planning and development of workforce initiatives related to Health Care Reform and its directed mandates of integrated mental health, co-occurring and physical health care services. The revisions to the Statement of Work for these programs have not been developed and are pending agreement of strategic workforce Health Care Reform initiatives. The new solicitation process is anticipated to select contractor(s) who can begin implementing the trainings currently provided by these two contractors.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

The TCA for FY 2013-14 will be \$400,000 for Pacific Clinics and \$781,100 for MHALA, funded by State MHSA Revenue. Funding for these Agreements have been included in DMH's Recommended

Budget.

There is no net County cost impact associated with the recommended action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 4, 2011, your Board approved a Sole Source Agreement with Pacific Clinics for FYs 2011-12 through 2012-13 to allow Pacific Clinics to continue providing the MHRSTP. In addition, your Board approved an extension for MHALA for FYs 2011-12 through 2012-13 to allow MHALA to continue providing the following programs: PMHSITP, CFITP, and the PSTP.

- Pacific Clinics and MHALA provide the MHRSTP that delivers a 15-week training program to prepare individuals with a Bachelors degree, advanced degree, equivalent certification, or lived experience to work in the mental health field. In order to successfully deliver this training, both contractors are partnered with institutes of higher learning. Pacific Clinics has an established partnership with Pasadena City College, while MHALA partnered with California State University, Dominguez Hills. An extension is critical since these trainings are directly associated with the academic school year of each respective school. Interruption of the training programs will impact field placement/experiential work experiences with participating agencies, because agreements and advanced planning are necessary from all involved; training program, participants, and agencies providing the work experience.
- The PMHSITP is provided by MHALA throughout the fiscal year, while the CFTIP can only be delivered throughout the academic year. These programs effectively prepare the current and future public mental health workforce, including DMH staff and its contracted agencies, college faculty, and college students, to transform traditional mental health services to services that embrace MHSA values. MHALA consults, delivers in-class presentation, and avails the opportunity for students to attend a mini immersion session at MHALA's The Village, where students witness the hope, wellness and recovery first hand from the consumers involved in treatment in the MHALA program. Interruption to these programs will result in a decrease in the number of public mental health staff and potential future workforce trained MHSA work related services.
- MHALA provides the PSTP that provides a certificated training program for entry level positions and specialty trainings for those already employed in the system. A Request for Solicitation (RFS) was released on December 12, 2012, and the evaluation of the proposals is pending. Interruption of this program will result in a limited number of Peer Specialists trained for entry level positions as well as a limited specialty peer advocate skills.

These MHSA-WET related training programs are critical for the preparation of a recovery oriented and strength based workforce.

CONTRACTING PROCESS

On December 12, 2012, DMH released the MHSA WET RFS No. 2 for the Peer Specialist Training Institute Program to solicit new bids for the services that are currently provided by one of these contractors. The status of the RFS is currently in the evaluation process. DMH is in the process of drafting Statements of Eligibility and Interest (SEI) for WET services currently provided by these

contractors. During the time that the SEIs are being developed, finalized, released, and contracts awarded, the current training programs provided by Pacific Clinics and MHALA will continue uninterrupted through June 30, 2014.

DMH anticipates returning to the Board in FY 2013-14 to request authorization to execute agreement (s) with qualified contractor(s) to provide these training programs, which will prepare the public mental health workforce for integrated care services.

The Sole Source justification submitted to your Board on December 2, 2010, to enter into a Sole Source Agreement with Pacific Clinics is still applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the proposed action will continue to raise staff and educators' awareness of different mental health related trainings. Implementation of WET programs in all service areas has significantly enhanced the availability and quality of integrated, recovery-based services for mental health consumers throughout the County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mg Southard".

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:MM:DM

RK:cp

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission

ATTACHMENT I

CONTRACT NO. MH050045

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this 4th day of June, 2013, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Pacific Clinics (hereafter "Consultant").

WHEREAS, County and Consultant have entered into a written Agreement, dated January 4, 2011, identified as County Agreement No. MH050045, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, County and Consultant intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year (FY) 2013-14, County and Consultant intend to amend Agreement to extend the term of this Agreement, beginning **July 1, 2013** through **June 30, 2014** to continue to provide Mental Health Rehabilitation Specialist Training services under the Mental Health Services Act (MHSA) funding for the Work Force Education and Training (WET) program; and

WHEREAS, for FY 2013-14, the Total Compensation Amount for the 12 month period shall be \$400,000; and

NOW, THEREFORE, County and Consultant agree that Agreement shall be amended only as follows:

1. For FY 2013-14, the term of the Agreement is extended for a period of 12 months, beginning July 1, 2013 through June 30, 2014 to continue to provide

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Consultant has caused this Amendment to be subscribed in its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

Pacific Clinics
CONSULTANT

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

WET extension (41513)

EXHIBIT B-2

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH Mental Health Services Act Workforce Training and Development Services

PACIFIC CLINICS

FEE SCHEDULE

I. DISBURSEMENT SCHEDULE

For the services described in Section III ("Contractor Responsibilities"), DMH shall pay to Pacific Clinics the grand total of \$400,000 for services rendered during FY 2013-14.

Payment to Pacific Clinics for the following funds shall be based on monthly invoices from Pacific Clinics to DMH as described on the following page. No payment shall be made without prior approval of a designated DMH representative. The DMH representative shall review the invoice and project report to determine whether Pacific Clinics is in substantial compliance with the terms and conditions of this Exhibit B. The County of Los Angeles WET Coordinator will work with Pacific Clinics to determine appropriate format for outcomes reporting.

DELIVERABLES - PAYMENT SCHEDULE		Delivery Date	Total
MENTAL HEALTH REHABILITATION SPECIALIST TRAINING SERVICES			
1	Enhancement/updating of Training Curriculum	July 31, 2013	
2	Marketing and recruitment of 40 students, of whom 25% are consumers or family members, and 50% are from unserved and/or underserved ethnic communities for participation in the first training session.	Aug. 31, 2013	
3	Completion of didactic and experiential lessons for 40 students from the first training session.	Dec. 10, 2013	
4	Marketing and recruitment of 40 students, of whom 25% are consumers or family members, and 50% are from unserved and/or underserved ethnic communities for participation in the second training session.	Jan. 31, 2014	
5	Completion of didactic and experiential lessons for 40 students from the second training session.	May 31, 2014	
6	Provide job placement assistance to all graduates.	June 30, 2014	
Subtotal			\$400,000

ATTACHMENT II

CONTRACT NO. MH050019

AMENDMENT NO. 9

THIS AMENDMENT is made and entered into this 4th day of June, 2013, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Mental Health America of Los Angeles (hereafter "Consultant").

WHEREAS, County and Consultant have entered into a written Agreement, dated September 18, 2007, identified as County Agreement No. MH050019, as subsequently amended (hereafter collectively "Agreement"); and

WHEREAS, County and Consultant intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Year (FY) 2007-08, County and Consultant executed Agreement to provide Mental Health Services Act (MHSA) funding for the implementation of the Workforce Education and Training (WET) Programs; and

WHEREAS, for FYs 2008-09, 2009-10, 2010-11, 2011-12, and 2012-13, County and Consultant amended Agreement to extend the term for a period of 12 months for each of the five fiscal years to continue the implementation of the MHSA WET Programs; and

WHEREAS, the last extension is due to expire on June 30, 2013; and

WHEREAS, for FY 2013-14, County and Consultant intend to amend Agreement to **extend** the term of this Agreement, beginning July 1, 2013 through June 30, 2014 to continue the MHSA WET Programs; and

5.1 Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A-9. In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A-9, Consultant shall be paid in accordance with the Payment Schedule established in Exhibit B-9.

5.2 The Total Compensation Amount for this Agreement shall not exceed **SEVEN HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED DOLLARS (\$781,100)** for FY 2013-14. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Consultant shall submit invoices to:

County of Los Angeles – Department of Mental Health
Program Support Bureau
MHSA Workforce Education and Training Division
695 South Vermont Avenue, 15th floor
Los Angeles, California 90005
ATTN: MHSA WET Coordinator"

3. Exhibit A-7 (Statement of Work), shall be deleted in its entirety and replaced with Exhibit A-9 (Statement of Work), attached hereto and incorporated herein by reference.
4. Exhibit B-8 (Fee Schedule), shall be deleted in its entirety and replaced with Exhibit B-9 (Fee Schedule), attached hereto and incorporated herein by reference.
5. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

EXHIBIT B-9

COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH MENTAL HEALTH SERVICES ACT (MHSA) WORKFORCE EDUCATION AND TRAINING (WET)

MENTAL HEALTH AMERICA OF LOS ANGELES (MHALA)

FEE SCHEDULE

I. DISBURSEMENT SCHEDULE

For the services described in Section III ("Contractor Responsibilities"), DMH shall pay to MHALA the annual total of \$781,100 for services rendered during FY 2013-14.

Payment to MHALA for the following funds shall be based on monthly invoices from MHALA to DMH as described on the following page. No payment shall be made without prior approval of a designated DMH representative. The DMH representative shall review the invoice and project report to determine whether MHALA is in substantial compliance with the terms and conditions of this Exhibit B. The County of Los Angeles WET Coordinator will work with MHALA to determine appropriate format for outcomes reporting.

DELIVERABLES - PAYMENT SCHEDULE		Delivery By Date	Allocation
MENTAL HEALTH REHABILITATION/SPECIALIST TRAINING SERVICES			
1	Enhancement/updating of Training Curriculum	July 31, 2013	
2	Marketing and recruitment of 40 students, of whom 25% are consumers or family members, and 50% are from unserved and/or underserved ethnic communities for participation in the first training session.	Aug. 31, 2013	
3	Completion of didactic and experiential lessons for 40 students from the first training session.	Dec. 10, 2013	
4	Marketing and recruitment of 40 students, of whom 25% are consumers or family members, and 50% are from unserved and/or underserved ethnic communities for participation in the second training session.	Jan. 31, 2014	
5	Completion of didactic and experiential lessons for 40 students from the second training session.	May 31, 2014	
6	Provide job placement assistance to all graduates.	June 30, 2014	
Subtotal			\$400,000

MHALA shall submit invoices to:

**COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH
PROGRAM SUPPORT BUREAU
WORKFORCE EDUCATION AND TRAINING DIVISION
695 SOUTH VERMONT AVENUE, 15TH FLOOR
LOS ANGELES, CALIFORNIA 90005
ATTN: MHSA WET COORDINATOR**

III. PAYMENT PROCEDURES

Upon receipt of invoices from MHALA, DMH shall make payment to MHALA within forty-five (45) days of the date the invoice was approved for payment. If any portion of the invoice is disputed by DMH, DMH shall reimburse MHALA for the undisputed services contained on the invoice and work diligently with MHALA to resolve the disputed portion of the claim in a timely manner.

DMH shall make reimbursement payable to Mental Health America of Los Angeles. DMH shall send payments to:

**MENTAL HEALTH AMERICA OF LOS ANGELES
100 W. BROADWAY, SUITE 5010
LONG BEACH, CA 90802**

IV. MENTAL HEALTH SERVICES ACT FUNDS

In the event MHSA funds are not available to pay MHSA claims or if the State denies any or all of the MHSA claims submitted by County on behalf of Contractor, County is not responsible for any substantive payment obligation.

County shall evaluate Contractor utilization of MHSA funding allocated under this Agreement and shall adjust and reallocate amounts to any one or a combination of the following: 1) another Legal Entity contractor, 2) DMH directly operated clinics, and/or 3) the County DMH reserve of unallocated funding for MHSA services. Amounts to be reduced and reallocated will be based on County's projected underutilization of such MHSA funds.